

LOCAL FORM FOR A CHAPTER 13 PLAN UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 3015.1 AND
ADMINISTRATIVE ORDER NO. 17-04

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

IN RE:

Patricia Kay Lundberg

S.S.# xxx-xx-8188
Debtor

and

S.S.# _____
Joint-Debtor
Debtor(s)

CASE NO. 19-49834
CHAPTER 13
JUDGE

PLAN SUMMARY

For informational purposes only.

ACP: 36 Months
Minimum Plan Length: 36 Months
Plan payment: \$ 731.90 per Month
Minimum dividend to Class 9 Creditors \$ 1,125.00
Percentage of Tax Refunds committed 100%

CHAPTER 13 PLAN

[X] Original

OR [] Pre-Confirmation Modification #

I. NOTICES

TO CREDITORS: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. THIS PLAN MAY BE CONFIRMED AND BECOME BINDING WITHOUT FURTHER NOTICE OR HEARING UNLESS A TIMELY WRITTEN OBJECTION IS FILED. READ THIS DOCUMENT CAREFULLY AND CONSIDER SEEKING THE ADVICE OF AN ATTORNEY.

Debtors must check one box on each line to state whether or not the Plan includes each of the following items:

A. Nonstandard Provisions set out in Section IV. Under Federal Rule of Bankruptcy Procedure 3015(c), a "nonstandard provision" means a provision that is not otherwise included in the approved form for a Chapter 13 Plan in the Eastern District of Michigan. Paragraph II. B., Section V. Paragraphs A, D, F, K, P, U, and X. (see Section IV. for the complete changes to the paragraphs of Section V.) and Section IV as to Format. Paragraph, III E. 5.1	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
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B. A limit on the amount of a secured claim based on a valuation of the collateral for the claim.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C. Avoidance of a security interest or lien.	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
• IF AN ITEM IS CHECKED AS "NOT INCLUDED" OR IF BOTH BOXES ARE CHECKED, THE PROVISION IS VOID EVEN IF OTHERWISE INCLUDED IN THE PLAN.		
• ANY "NONSTANDARD PROVISION" THAT IS NOT SPECIFICALLY IDENTIFIED IN SECTION IV IS VOID.		
• IF THIS SECTION I INDICATES THAT THIS PLAN DOES NOT INCLUDE ANY "NONSTANDARD PROVISIONS", ANY "NONSTANDARD PROVISIONS" IN THIS PLAN (INCLUDING ANY OTHERWISE SPECIFICALLY LISTED IN SECTION IV) ARE VOID.		

THIS PLAN IS SUBJECT TO AND INCORPORATES BY REFERENCE THE ADDITIONAL STANDARD PROVISIONS WHICH MAY BE FOUND AT WWW.13EDM.COM or WWW.MIEB.USCOURTS.GOV OR FROM DEBTOR'S COUNSEL UPON WRITTEN REQUEST.

II. APPLICABLE COMMITMENT PERIOD; PLAN PAYMENTS; PLAN LENGTH; EFFECTIVE DATE AND ELIGIBILITY FOR DISCHARGE:

A. ☐ Debtor's Current Monthly Income exceeds the applicable State median income. Debtor's Applicable Commitment Period is 60 months. Debtor's Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

☒ Debtor's Current Monthly Income is less than or equal to the applicable State median income. Debtor's Applicable Commitment Period is 36 months. Debtor's Plan Length shall be **36** months from the date of entry of the Order Confirming Plan. **This is a minimum Plan length.** If the Plan has not been completed in the minimum Plan length, the Plan length shall be extended as necessary for completion of the requirements of the Plan; provided that in no event will the Plan term continue beyond 60 months from the date of entry of the Order Confirming Plan. *See Paragraph J of the Additional Terms, Conditions and Provisions for additional information regarding Completion of Plan.*

If neither or both of the above boxes is checked, then the Applicable Commitment Period and the Plan Length shall be 60 months from the date of entry of the Order Confirming Plan.

B. Debtor's plan payment amount is **\$731.90** per month.

C. Future Tax Refunds. *See Paragraph A of the Additional Terms, Conditions and Provisions for additional information regarding Tax Refunds and Tax Returns.*

FOR CASES ASSIGNED TO BAY CITY DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 50% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal and State Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal and State Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO DETROIT DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future Tax Refunds.
2. ☒ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor will remit 100% of all Federal Tax Refunds that debtor receives or is entitled to receive after commencement of the case to the extent the Refund exceeds the sum of twelve times the amount of the Federal Tax Refund pro-ration shown in Schedule I.

FOR CASES ASSIGNED TO FLINT DIVISION: *Check only one box. If none are checked or more than one box is checked, paragraph 2 shall apply:*

1. ☐ Debtor's Plan proposes a 100% dividend to unsecured creditors. Therefore, debtor is not required to remit any future tax refunds.
2. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *does not* include a pro-ration for anticipated tax refunds. Debtor will remit 100% of all Federal Tax Refunds that Debtor receives or is entitled to receive after commencement of the case.
3. ☐ Debtor's Plan proposes less than a 100% dividend to unsecured creditors and debtor's Schedule I *includes* a proration for anticipated Federal Tax Refunds. Debtor is not required to remit Federal Tax Refunds in excess of the amount of the proration shown on Schedule I.

- D. ☐ If the box to the immediate left is "checked", the debtor acknowledges that debtor is **not** eligible for a discharge pursuant to 11 USC §1328.
- ☐ If the box to the immediate left is "checked", the joint debtor acknowledges that joint debtor is **not** eligible for a discharge pursuant to 11 USC §1328.
- E. ☐ If the box to the immediate left is "checked", the debtor or joint debtor is self-employed **AND** incurs trade credit in the production of income from such employment. Debtor shall comply with the requirements of Title 11, United States Code, and all applicable Local Bankruptcy Rules regarding operation of the business and duties imposed upon the debtor.

III. DESIGNATION AND TREATMENT OF CLASSES OF CLAIMS: *See Paragraph F of the Additional Terms, Conditions and Provisions for additional information regarding the order in which claims are to be paid.*

A. **Class One – TRUSTEE FEES** as determined by statute.

B. **Class Two – ADMINISTRATIVE CLAIMS, INCLUDING ATTORNEYS FEES AND COSTS:**

1. **PRE-CONFIRMATION ATTORNEY FEES:** At confirmation of the Plan, Counsel shall elect to either:

- a. In lieu of filing a separate fee application pursuant to 11 USC §327 and §330, accept the sum of \$ 3500.00 for services rendered plus \$ 0.00 for costs advanced by Counsel, for total Attorney Fees and Costs of \$ 0.00 through the Effective Date of the Plan. The total Attorney Fees and Costs less the sum paid to Counsel prior to the commencement of this case as reflected in the Rule 2016(b) Statement leaving a net balance due of \$ 0.00, will be paid as an Administrative Expense Claim. Note that Debtor is covered under ARAG legal insurance and counsel for Debtor may seek all pre-confirmation fees from ARAG and not the estate; or
- b. Request an award of compensation for services rendered and recovery of costs advanced by filing a separate Application for Compensation for services rendered up through the date of entry of the Order Confirming Plan pursuant to 11 USC §327 and §330. If Counsel elects to file a fee application pursuant to this sub-paragraph, the Trustee shall escrow \$3,500.00 for this purpose. *See Paragraph B of the Additional Terms, Conditions and Provisions for additional information.*

2. **POST-CONFIRMATION ATTORNEY FEES:** *See Paragraph D of the Additional Terms, Conditions and Provisions for additional information.*

3. **RETENTION OF OTHER PROFESSIONALS FOR POST-PETITION SERVICES:** Debtor ☐ has retained or ☐ intends to retain the services of (name of person to be retained) as (capacity or purpose for retention) to perform professional services post-petition with fees and expenses of the professional to be paid as an Administrative Expense. *See Paragraph C of the Additional Terms, Conditions and Provisions for additional information.*

4. **OTHER ADMINISTRATIVE EXPENSE CLAIMS:** Any administrative expense claims approved by Order of Court pursuant to 11 USC §503 shall be paid as a Class Two administrative claim. *See Paragraph E of the Additional Terms, Conditions and Provisions for additional information.*

C. **CLASS THREE – SECURED CLAIMS TO BE STRIPPED OR AVOIDED FROM THE COLLATERAL AND TREATED AS UNSECURED CLAIMS TO BE PAID BY TRUSTEE.** *See Paragraph G and Paragraph N of the Additional Terms, Conditions and Provisions for additional information.*

Class 3.1 Liens to be Stripped. 11 USC §506(a).

<u>Creditor</u>	<u>Collateral</u>
None	

Class 3.2 Judicial Liens and Non-Possessory, Non-Purchase Money Liens to be Avoided. 11 USC §522(f).

<u>Creditor</u>	<u>Collateral</u>
-NONE-	

D. **CLASS FOUR - SECURED CLAIMS ON WHICH THE LAST CONTRACTUAL PAYMENT IS DUE BEYOND THE LENGTH OF THE PLAN. 11 USC §1322(b)(5).**

Class 4.1 Continuing Payments on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
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<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
None			

Class 4.2 Pre-Petition Arrearages on a claim secured by the debtor's principal residence to be paid by Trustee:
Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
-NONE-				

Class 4.3 Continuing Payments other than on a claim secured by the debtor's principal residence that come due on and after the date of the Order for Relief. (See Paragraph P, Paragraph L and Paragraph EE of the Additional Terms, Conditions and Provisions for additional information).

<u>Creditor</u>	<u>Collateral</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-			

Class 4.4 Pre-Petition Arrearages other than on a claim secured by the debtor's principal residence to be paid by Trustee: Those amounts which were due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Collateral</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
-NONE-				

E. CLASS FIVE - SECURED CLAIMS ON WHICH THE LAST PAYMENT WILL BECOME DUE WITHIN THE PLAN DURATION. (See Paragraph H, Paragraph L, Paragraph O, and Paragraph S of the Additional Terms, Conditions and Provisions for additional information).

Class 5.1. Secured Claims not excluded from 11 USC §506 to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	Indicate if "crammed" *** or <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid Including Interest	Monthly Payment	<u>Direct or Via Trustee</u>
-NONE-/					

*** See debtor's Schedule A/B for more information about values.

Class 5.2. Secured Claims not excluded from 11 USC §506 not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B):

<u>Creditor/Collateral</u>	Indicate if "crammed"***or <u>modified</u>	Interest rate (Present Value Rate)	Total to be paid including interest	Estimated Average Monthly Payment	<u>Direct or Via Trustee</u>
Capital One Auto Finance		contract	21,711.00	421.80	Trustee

*** See debtor's Schedule A/B for more information about values.

Class 5.3. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) to be paid "Equal Monthly Payments". 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	Indicate if " <u>modified</u> "	Interest rate (Present Value Rate)	Total to be paid Including interest	Monthly Payment	<u>Direct or Via Trustee</u>
-NONE-/					

Class 5.4. Secured claims excluded from 11 USC §506 by the "hanging paragraph" at the end of 11 USC §1325(a)(9) not to be paid Equal Monthly Payments. 11 USC §1325(a)(5)(B).

<u>Creditor/Collateral</u>	<u>Indicate if "modified"</u>	<u>Interest rate (Present Value Rate)</u>	<u>Total to be paid Including interest</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-/					

Class 5.5. Surrender of collateral. (See Paragraph P of the Additional Terms, Conditions and Provisions for additional information).

The debtor(s) surrenders debtor's interest in the following collateral. Any allowed unsecured claim remaining after disposition of the collateral will be treated as a Class 9 General Unsecured Creditor.

<u>Creditor Name</u>	<u>Description of Collateral</u>
Credit Union ONE	2009 Chevrolet Traverse Poor condition. Undrivable 13762 Beth Dr. Warren, MI 48088

F. CLASS SIX – EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. 11 USC §§365, 1322(b)(7): Debtor assumes the executory contracts and unexpired leases listed in subparagraph 1. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information).

Class 6.1. Continuing Lease/Contract Payments:

<u>Creditor</u>	<u>Property</u>	<u>Monthly Payment</u>	<u>Lease/Contract expiration date</u>	<u>Direct or Via Trustee</u>
Jim Swick (Landlord)	2404 Military Apt. 1 Port Huron, MI 48060	1000.00	MONTH TO MONTH	Current and direct by debtor

Class 6.2. Pre-petition Arrearages on Assumed Executory Contracts and Leases (to be paid by Trustee):

<u>Creditor</u>	<u>Property</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Months to Cure From Confirmation Date</u>
-NONE-				

Class 6.3. Debtor rejects the executory contracts and unexpired leases listed in this subparagraph 3. Any unexpired lease or executory contract that is neither expressly assumed in Class 6.1 above or expressly rejected below shall be deemed rejected as of the date of confirmation of debtor's chapter 13 plan to the same extent as if that unexpired lease or executory contract was listed below. (See Paragraph K of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Property</u>
-NONE-	

G. CLASS SEVEN – PRIORITY UNSECURED CLAIMS. 11 USC §§507, 1322(a)(2).

Class 7.1. Domestic Support Obligations: Continuing Payments that come due on and after the date of the Order for Relief:

<u>Creditor</u>	<u>Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-		

Class 7.2. Domestic Support Obligations: Pre-Petition Arrearages due as of the filing of the Order for Relief:

<u>Creditor</u>	<u>Arrears Amount</u>	<u>Estimated Average Monthly Payment</u>	<u>Direct or Via Trustee</u>
-NONE-			

Class 7.3. All Other Priority Unsecured Claims [11 U.S.C. §1322(a)(2)]

<u>Creditor</u>	<u>Amount</u>	<u>Direct or Via Trustee</u>
-NONE-		

H. CLASS EIGHT – SEPARATELY CLASSIFIED UNSECURED CLAIMS. 11 USC §1322(b)(1): (To be paid by Trustee): (See Paragraph M of the Additional Terms, Conditions and Provisions for additional information):

<u>Creditor</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Reason for Special Treatment</u>
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Creditor	Amount	Interest Rate	Reason for Special Treatment
-NONE-			

I. CLASS NINE - GENERAL UNSECURED CLAIMS (to be paid by Trustee): – See Paragraph N of the Additional Terms, Conditions and Provisions for additional information.

☒ This Plan shall provide a total sum for distribution to creditors holding Class 9 General Unsecured claims in an amount that is not less than the Amount Available in Chapter 7 shown on Attachment 1, Liquidation Analysis and Statement of Value of Encumbered Property (the "Unsecured Base Amount"). This Plan shall provide either (i) the Unsecured Base Amount; or (ii) will continue for the full Plan Length as indicated in Paragraph II.A of this Plan, whichever yields the greater payment to Class 9 Unsecured Creditors. See Attachment 2, Chapter 13 Model Worksheet, Line 8, for additional information concerning funds estimated to be available for payment to Class 9 Unsecured Creditors.

☐ This Plan shall provide a dividend to holders of Class 9 General Unsecured Claims equal to 100% of allowed claims.

If neither box is checked or if both boxes are checked, then the plan shall pay the Unsecured Base Amount.

☐ If the box to the immediate left is "checked", creditors holding claims in Class Seven, Eight and Nine shall receive interest on their allowed claims at the rate of 0.00% per annum as required by 11 USC §1325(a)(4).

IV. Nonstandard Plan Provisions:

- ANY "NONSTANDARD PROVISION" THAT IS NOT BOTH INCLUDED IN SECTION 1.A AND SPECIFICALLY STATED IN THIS SECTION IS VOID.

Paragraph II. B., ; Section V. Paragraphs A, D, F, K, P, U, and X. (see Section IV. for the complete changes to the paragraphs of Section V.) and Section IV as to Format. Paragraph, III E. 5.1

A. **DEBTOR'S OBLIGATION TO REMIT TAX REFUNDS:** Debtor shall not alter any withholding deductions/exemptions without Court approval. If the Internal Revenue Service or any State taxing authority remits to the Trustee any sum which the debtor is not required to remit pursuant to this Plan, then upon written request of the debtor and concurrence of the Trustee, the Trustee shall be authorized to refund those sums to the debtor from funds first available without further motion, notice or Order of Court. The Trustee shall not be required to recoup or recover funds disbursed to creditors prior to receipt of the debtor's written request.

If debtor is married and debtor's spouse is not a joint-debtor in this case, debtor's Tax Refund(s) for any calendar year shall be 50% of the aggregate net FEDERAL Tax Refunds received by debtor and debtor's Non-filing spouse, regardless of whether debtor and spouse file a joint tax return or file separate tax returns.

D. **POST-CONFIRMATION ATTORNEY FEES & COSTS BY SEPARATE APPLICATION:** Counsel reserves the right to file Applications for compensation for services rendered subsequent to the Confirmation of this Plan.

F. **ORDER OF PAYMENT OF CLAIMS:** All claims for which this Plan proposes payment through the Trustee shall be paid in the following order to the extent that funds are available:

- Level 1: Class 1
- Level 2: Class 2.1 and 2.2
- Level 3: Class 2.3 and 2.4
- Level 4: Class 4.1 and 4.3
- Level 5: Classes 5.1, 5.3 and 6.1
- Level 6: Classes 5.2, 5.4 and 6.2
- Level 7: Class 4.2 and 4.4
- Level 8: Classes 3.1, 3.2, 5.5, 6.3, 8 and 9.

Each level shall be paid as provided in this Plan before any disbursements are made to any subordinate class. If there are not sufficient funds to pay all claims within a level, then the claims in that level shall be paid *pro rata*.

K. **EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES:**

1. Any executory contract or unexpired lease not expressly assumed in Class 6.1 or in the Order Confirming Plan shall be deemed rejected effective as of the Effective Date of this Plan.
2. Upon rejection of any Executory Contract or Unexpired Lease, the property and debtor's interest in the rejected executory contract or unexpired lease will no longer be property of the estate and the stay under 11 USC §362(a) and the co-debtor stay under 11 USC §1301 shall automatically terminate as to such property. Any claims arising from the rejection of an executory contract or unexpired lease shall be treated as a general unsecured claim in Class Nine, subject to further Order of Court. Any Proof of Claim or Amended Proof of Claim for a deficiency, arising under this Paragraph, shall be filed within 60 days of disposition of the collateral.
3. For all assumed executory contracts and unexpired leases, confirmation of this Plan shall constitute a finding that this Plan complies with all requirements for assumption of the executory contracts and unexpired leases being assumed, including all requirements set forth in 11 USC §365(b).
4. Upon the termination of the Lease (whether as a result of the expiration of the contractual lease term, repossession of the property which is the subject of the Lease, or otherwise), the Lessor shall have the right to file a Supplemental Claim for any damages or charges permitted under or pursuant to the Lease.
5. If Class 6.1 provides for the Continuing Lease/Contract Payments to be made by the Trustee, the Supplemental Claim as filed and allowed shall be paid by the Trustee over the remaining term of the Plan.
6. If Class 6.1 provides for the Continuing Lease Payments to be made directly by the Debtor to the Lessor, the Supplemental Claim as filed and allowed shall be paid directly by the Debtor to the Creditor over the remaining term of the Plan. If there is a balance outstanding on the Supplemental Claim as of the completion of Debtor's confirmed Chapter 13 Plan, this balance shall not prevent or preclude the entry of a discharge in this case; instead, this balance shall be deemed non-dischargeable and Debtor shall be responsible for payment of the remaining balance of the Supplemental Claim following the entry of a Discharge.

- P. **SURRENDER OF COLLATERAL:** Those claims that are treated pursuant to 11 USC §1325(a)(5)(C) (surrender of collateral) are so designated in this Plan. Upon confirmation, the Automatic Stay and co-debtor Stay is lifted as to the collateral and any creditor holding a lien on the collateral and the collateral shall no longer constitute property of the estate. No disbursements shall be made by the Trustee to any creditor whose claim is secured by the collateral being surrendered unless the holder of such claim files a Proof of Claim (or Amended Proof of Claim) after the Effective Date of the Plan setting forth the amount of any deficiency remaining after disposition of the collateral. Any allowed deficiency claim shall be paid as a general unsecured claim in Class 9 of the Plan. *See Federal Rule of Bankruptcy Procedure 3002.1.* Any proof of claim or amended proof of claim for a deficiency, arising under this paragraph, shall be filed within 60 days of disposition of the collateral
- U. **DEBTOR DUTY TO MAINTAIN INSURANCE – REMEDY FOR FAILURE TO MAINTAIN INSURANCE:** Debtor shall maintain all insurance required by law and contract upon property of the estate and the debtor's property.
- X. **DEADLINES IN EVENT OF CONVERSION:** In the event of conversion of this case to a case under Chapter 7 of the United States Bankruptcy Code, the rights of the Chapter 7 Trustee and all creditors (including but not limited to the right to object to exemptions and the right to object to discharge pursuant to 11 USC §727 and/or dischargeability pursuant to 11 USC §523) will be determined as if the Petition was filed on the date of conversion, subject to the exceptions of Fed.R.Bankr.P. 1019(2)(B). The date of the Order converting this case to one under Chapter 7 will be treated as the date of the Order For Relief and all applicable deadlines shall be determined as if the post-conversion Meeting of Creditors pursuant to 11 USC §341 was the initial Meeting of Creditors, subject to the exceptions of Fed.R.BankrP. 1019(2)(B).

I, Janet M. Ziulkowski P60633, Attorney for Debtor (or Debtor if not represented by an attorney), certify that this Plan contains no "Nonstandard Provisions" other than those set out in Section IV above.

/s/ Janet M. Ziulkowski

Janet M. Ziulkowski P60633

Attorney for Debtor

17001 Nineteen Mile Rd

Suite 1-D

Clinton Township, MI 48038

Street Address

Clinton Township, MI 48038-0000

City, State and Zip Code

jmz@zaplc.com

E-Mail Address

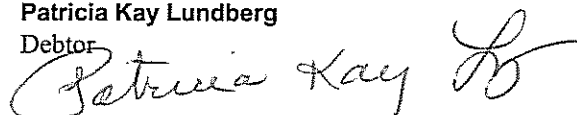
586-464-1640

Phone Number

/s/ Patricia Kay Lundberg

Patricia Kay Lundberg

Debtor



Joint Debtor

Date

ATTACHMENT 1

LIQUIDATION ANALYSIS AND STATEMENT OF VALUE OF ENCUMBERED PROPERTY:

TYPE OF PROPERTY	FAIR MARKET VALUE	LIENS	DEBTOR'S SHARE OF EQUITY	EXEMPT AMOUNT	NON-EXEMPT AMOUNT
PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
REAL ESTATE OTHER THAN PERSONAL RESIDENCE	0.00	0.00	0.00	0.00	0.00
HHG/PERSONAL EFFECTS					
Miscellaneous household appliances, goods, and furnishings.	4,000.00	0.00	4,000.00	4,000.00	0.00
HHG/PERSONAL EFFECTS (total)	4,701.00	0.00	4,701.00	4,701.00	0.00
JEWELRY					
Misc. jewelry.	1,500.00	0.00	1,500.00	1500.00	0.00
JEWELRY (total)	1,500.00	0.00	1,500.00	1500.00	0.00
CASH/BANK ACCOUNTS					
Approximate cash on hand at the time of filing.	100.00	0.00	100.00	100.00	0.00
CASH/BANK ACCOUNTS (total)	2,731.28	0.00	2,731.28	2,731.28	0.00
VEHICLES					
2009 Chevrolet Traverse Poor condition. Undrivable 13762 Beth Dr. Warren, MI 48088	1,000.00	5,826.00	0.00	0.00	0.00
2015 Ford Edge Location: 2404 Military Apt. 1, Port Huron MI 48060	17,396.00	21,711.00	0.00	0.00	0.00
VEHICLES (total)	18,396.00	27,537.00	0.00	0.00	0.00

OTHER (itemize)					
Jim Swick Landlord	1,000.00	0.00	1,000.00	1,000.00	0.00
Met Life Term Life Insurance Policy 0 Cash Value / 0 Surrender Value	0.00	0.00	0.00	0.00	0.00
OTHER (total)	1,000.00	0.00	1,000.00	1,000.00	0.00

Amount available upon liquidation	\$	0.00
Less administrative expenses and costs	\$	0.00
Less priority claims	\$	0.00
Amount Available in Chapter 7	\$	0.00

ATTACHMENT 2

CHAPTER 13 MODEL WORKSHEET
LOCAL BANKRUPTCY RULE 3015-1(B)(2) E.D.M

1.	Proposed length of Plan:	<u>36</u>	months	
2.	Initial Plan Payment:			
	\$731.90 per month x 36 months = \$26,348.40 (subtotal)			
3.	Additional Payments:	\$	<u> </u>	per=\$(subtotal)
4.	Lump sums payments			<u>\$0.00</u>
5.	Total to be paid into Plan (total of lines 2 through 4)			<u>\$26,348.40</u>
6.	Estimated disbursements other than to Class 9 General Unsecured Creditors			
a.	Estimated Trustee Fees			<u>\$2,634.84</u>
b.	Estimated Attorney Fees and costs through confirmation of plan Est. att fees paid by debtor's legal insurance plan \$3500.00 and not by debtor or through the plan.			<u>\$0.00</u>
c.	Estimated Attorney Fees and costs post-confirmation through duration of Plan			<u>\$7500.00</u>
d.	Estimated fees of other Professionals			<u>\$0.00</u>
e.	Total mortgage and other continuing secured debt payments			<u>\$15,184.80</u>
f.	Total non-continuing secured debt payments (including interest)			<u>\$0.00</u>
g.	Total priority claims			<u>\$0.00</u>
h.	Total arrearage claims			<u>\$0.00</u>
7.	Total disbursements other than to Class 9 General Unsecured Creditors (Total of lines 6.a through 6.h)	\$		<u>25,319.64</u>
8.	Funds <i>estimated</i> to be available for Class 9 General Unsecured Creditors (Line 5 minus Line 7)	\$		<u>1,028.76</u>
9.	Estimated dividend to Class 9 General Unsecured Creditors in Chapter 7 proceeding (see Liquidation Analysis on page 6)	\$		<u>1,125.00</u>

COMMENTS: